

QUIT CLAIM DEED
with covenant
004917

KNOW ALL MEN BY THESE PRESENTS that MARK C. PICURRO of Waterville, County of Kennebec and State of Maine, in consideration of One Dollar (\$1.00) and other valuable consideration paid by SANDRA F. PICURRO of Waterville, County of Kennebec and State of Maine, the receipt whereof he does acknowledge, does hereby remise, release unto the Grantee, her heirs and assigns forever the following real estate with buildings thereon located in Waterville, County of Kennebec and State of Maine, bounded and described as follows:

THE UNIT known and designated as Unit C in KMD Associates Medical Office Condominium located in Waterville, Kennebec County, State of Maine, as shown on the Condominium Plat and Plans by Stephen Blatt Associates/Architects entitled "KMD ASSOCIATES MEDICAL OFFICE CONDOMINIUM", and filed in Kennebec County Registry of Deeds, in File #E83101, #E83102, #E83103, and #E83104. Specific reference is made to the KMD Associates Medical Office Condominium Declaration under the Maine Condominium Act of the Revised Statutes of the State of Maine as amended, Title 33, Chapter 31, which Declaration is dated September 30, 1983 and recorded in said Registry of Deeds, Book 2620, Page 2, and the same is incorporated by reference herein (hereinafter called the "Declaration"). The aforesaid Plat and Plans are Exhibits C and D to the Declaration, respectively.

NO TRANSFER
TAX PAID

SAID unit is conveyed together with:

1. An undivided 9.72% percent interest in the common elements of the condominium described in the Declaration attributable to the unit as stated in Exhibit B of the Declaration.
2. An exclusive right to use the limited common areas, if any, appurtenant to the unit as specified in the Declaration, and shown on said plat and plans.
3. An easement for the continuance of all encroachments by the unit on ~~any adjoining units or common elements existing~~ as a result of construction of the building or which may come into existence hereafter as a result of settling or shifting of the building, or as a result of repair or restoration of the building or of the unit, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common elements made by or with the consent of the Board of Directors of the KMD Associates Medical Office Condominium Association.
4. An easement in common with other unit owners to use any pipes, wires, ducts, flues, cables, conduits, public utility lines and other common elements located in any of the other units or elsewhere on the property and serving the unit.
5. All rights and easements in common with other unit owners as described in the Declaration, including the description of property attached as Exhibit A to the Declaration.

SAID unit is conveyed subject to:

1. All easements, covenants, obligations, conditions, restrictions, reservations, and encumbrances contained in or referred to in the Declaration, including, but not limited to, those contained in the description of property attached as Exhibit A to the Declaration.
2. Easements in favor of adjoining units and in favor of the common areas and facilities for the continuance of all encroachments of such adjoining units or common areas and facilities of the unit, now existing as a result of construction of the building, or which may come into existence hereafter as

RECEIVED
TO
PRO
OF
TH
7PC

41-92-3
45-22

a result of repair or restoration of the building or of any adjoining unit or of the common areas and facilities after damage or destruction by fire or other casualty or after a taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common areas and facilities made by or with the consent of the Board of Directors of the KMD Associates Medical Office Condominium Association.

3. An easement in favor of the other units to use the pipes, wires, ducts, flues, conduits, cables, public utility lines and other common areas and facilities located in the unit or elsewhere on the property and serving such other units.

4. Exclusive rights in favor of the owner of any unit to use the limited common areas, if any, appurtenant to such unit.

5. The provisions of the Declaration and Exhibits thereto, as the same may be amended or modified from time to time by instrument recorded or filed in the Kennebec County Registry of Deeds and the By-Laws of the Unit Owners Association, which provisions, together with any amendments or modifications thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the unit, as if those provisions were recited and stipulated at length herein.

Subject to a Mortgage from KMD Associates to Heritage Savings Bank dated October 19, 1983 and recorded in the Kennebec Registry in Book 2623, Page 112. And a second Mortgage from Mark C. and Sandra F. Picurro to Peoples Heritage Savings Bank dated July 11, 1986 and recorded in said Registry in Book 2988, Page 17.

Meaning and intending to convey the same premises conveyed to Mark C. Picurro and Sandra F. Picurro by Warranty Deed of KMD Associates recorded the Kennebec County Registry of Deeds in Book 2952, Page 245.

AND ALSO:

A certain lot or parcel of land with the buildings thereon, situated in Waterville in the County of Kennebec and State of Maine and described as follows, to wit:-

Beginning at an iron pin set in the easterly line of Washington Street at the southwesterly corner of land now or formerly of Gilbert Bourgoin, Sr.; thence in an east southeasterly direction along said Bourgoin's south line a distance of 400' to an iron pin; thence in a southerly direction 120' to an iron pin, said iron pin being 400' east southeasterly of the east line of said Washington Street; thence west northwesterly in a line parallel to and 120' distant from the south line of said Bourgoin, a distance of 400' to an iron pin in the east line of said Washington Street; thence northerly in the east line of said Washington Street 120' to the point of beginning.

Meaning and intending to describe a portion of the property conveyed from Joseph E. and Robert A. Dumont to Rudolph and Martha Maheu, dated September 6, 1961 and recorded in the Kennebec Registry of Deeds in Book 1238, Page 259.

Also another certain lot or parcel of land situated in said Waterville, and beginning in the easterly line of Washington Street at the southwesterly corner of the above described premises; thence in an east southeasterly direction along the south line of the above described premises a distance of 400 feet; thence in a southerly direction a distance of 5 feet; thence west northwesterly a distance of 400 feet to the easterly line of Washington Street; thence northerly in the easterly line of Washington Street a distance of 5 feet to the place of beginning.

Subject to a Mortgage from Mark C. and Sandra F. Picurro to Peoples Heritage Savings Bank dated January 7, 1986 and recorded in the Kennebec Registry of Deeds in Book 2902, Page 166.

Meaning and intending to convey the same premises conveyed to Mark C Picurro and Sandra F. Picurro by Warranty Deed of Dana E. Caswell recorded in the Kennebec County Registry of Deeds in Book 2902, Page 164. This conveyance is pursuant to a Divorce action recorded in said registry of Deeds in Book 3858, Page 254.

Witness my hand and seal this 15th day of March, 1991.

STATE OF MAINE
KENNEBEC, SS.

Mark C. Picurro
MARK C. PICURRO

Then personally appeared the above named MARK C. PUCURRO and acknowledged the foregoing instrument to his free act and deed.

Before me

Anton Stevens
Notary Public Anton Stevens
Attorney at Law

RECEIVED KENNEBEC SS.

1991 MAR 18 AM 9:00

ATTEST: Theresa Ruth Mann
REGISTER OF DEEDS

41-92-3

45-22